IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

NETSOC, LLC,	)	
Plaintiff,	)	
	)	**Civil Action No. 1:18-cv-12267**
v.	)	
	)	
YAHOO! INC.	)	**JURY TRIAL DEMANDED**
Defendant.	)	

PLAINTIFF'S FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT

NetSoc, LLC ("NetSoc") files this First Amended Complaint and demand for jury trial seeking relief from patent infringement of the claims of U.S. Patent No. 9,978,107 by Oath Inc.[1], alleging as follows:

I. THE PARTIES

1. Plaintiff NetSoc is a Texas Limited Liability Company with its principal place of business located in Harris County, Texas.

2. On information and belief, Oath Inc. ("Oath") is a foreign corporation organized and existing under the laws of Delaware, with a principal place of business located at 770 Broadway, New York, New York 10003-9562. Counsel for Oath Inc., Kevin P. Anderson, Duane Morris, LLP 505 9th Street, N.W., Suite 1000, Washington, DC 20004-2166 has agreed to accept service. On information and belief, Oath sells and offers to sell products and services throughout New York, including in this judicial district, and introduces products and services that perform infringing methods or processes into the stream of commerce knowing that they would be sold in New York and this judicial district.

[1] The business units of Yahoo, Inc. that are the subject of this Compaint were sold to Verizon and now known as Oath Inc.

II. JURISDICTION AND VENUE

3. This Court has original subject-matter jurisdiction over the entire action pursuant to 28 U.S.C. §§ 1331 and 1338(a) because Plaintiff's claim arises under an Act of Congress relating to patents, namely, 35 U.S.C. § 271.

4. This Court also has original subject-matter jurisdiction over the entire action pursuant to 28 U.S.C. § 1332(a)(1) because Plaintiff is a limited liability company organized under the laws of the State of Texas and Defendant is a Delaware Corporation with a principal, physical place of business at 229 West 43rd Street, New York, New York 10036. The matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs.

5. This Court has personal jurisdiction over Defendant because: (i) Defendant is present within or has minimum contacts within the State of Texas and this judicial district; (ii) Defendant has purposefully availed itself of the privileges of conducting business in the State of New York and in this judicial district; and (iii) Plaintiff's cause of action arises directly from Defendant's business contacts and other activities in the State of New York and in this judicial district.

6. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and 1400(b). Defendant has committed acts of infringement and has a regular and established place of business in this District. Further, venue is proper because Defendant conducts substantial business in this forum, directly or through intermediaries, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct and/or deriving substantial revenue from goods and services provided to individuals in New York and this District.

III. INFRINGEMENT (’107 Patent)

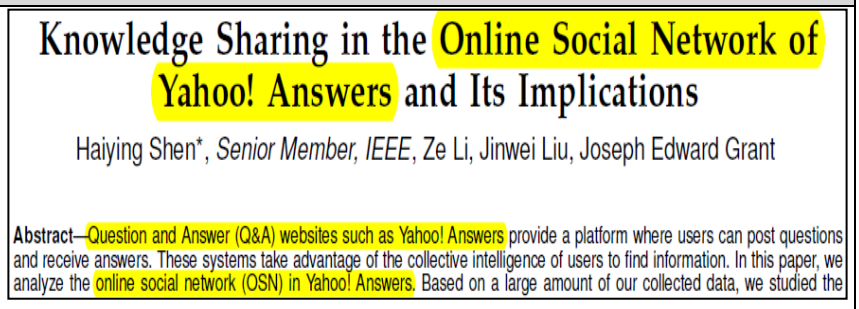
7. On May 22, 2018, U.S. Patent No. 9,978,107 (“the ’107 patent”, attached as Exhibit A) entitled “Method and System for Establishing and Using a Social Network to Facilitate People in Life Issues” was duly and legally issued by the U.S. Patent and Trademark Office. NetSoc, LLC owns the ’107 patent by assignment.

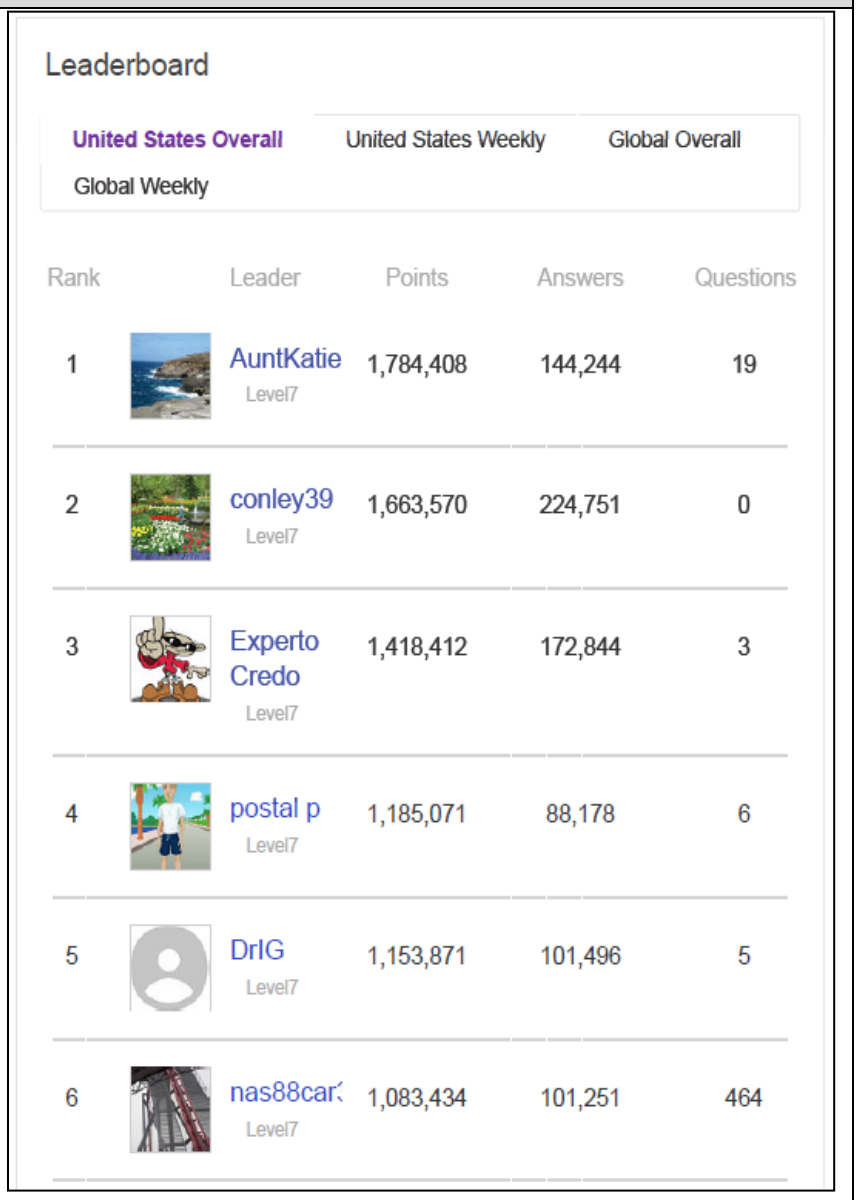
8. The ’107 patent relates generally to a method and system for establishing and using a social network to facilitate people in life issues.

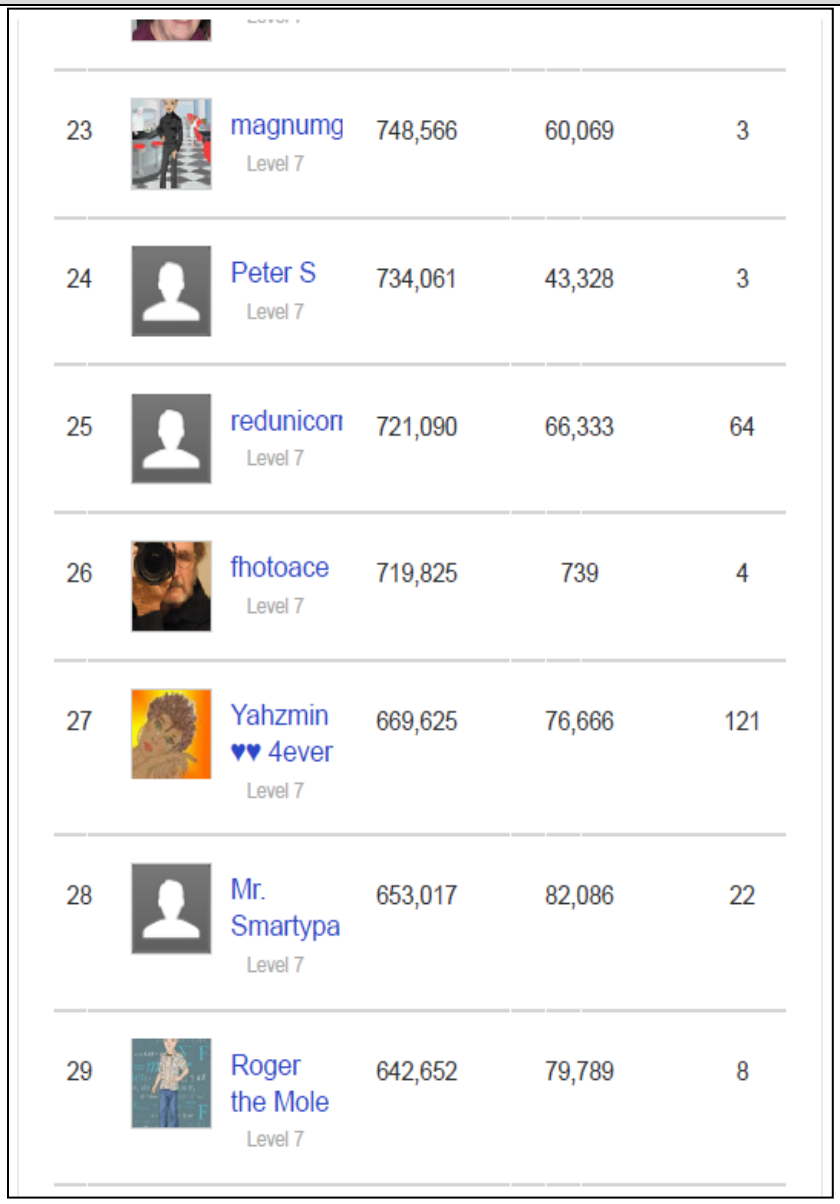
9. Oath maintains, operates, and administers a website at www.Oath.com that infringes one or more claims of the ‘107 patent, including at least claims 1-11, literally or under the doctrine of equivalents. Defendant put the inventions claimed by the ‘107 Patent into service (i.e., used them); but for Defendant’s actions, the claimed-inventions embodiments involving Defendant’s products and services would never have been put into service. Defendant’s acts complained of herein caused those claimed-invention embodiments as a whole to perform, and Defendant’s procurement of monetary and commercial benefit from it.

10. Support for the allegations of infringement may be found in the following preliminary table:

Claim 1	Accused Product or Service
1. A method for establishing a social network, the method comprising:	Plaintiff contends that Oath Answers Service offers a method of social network.

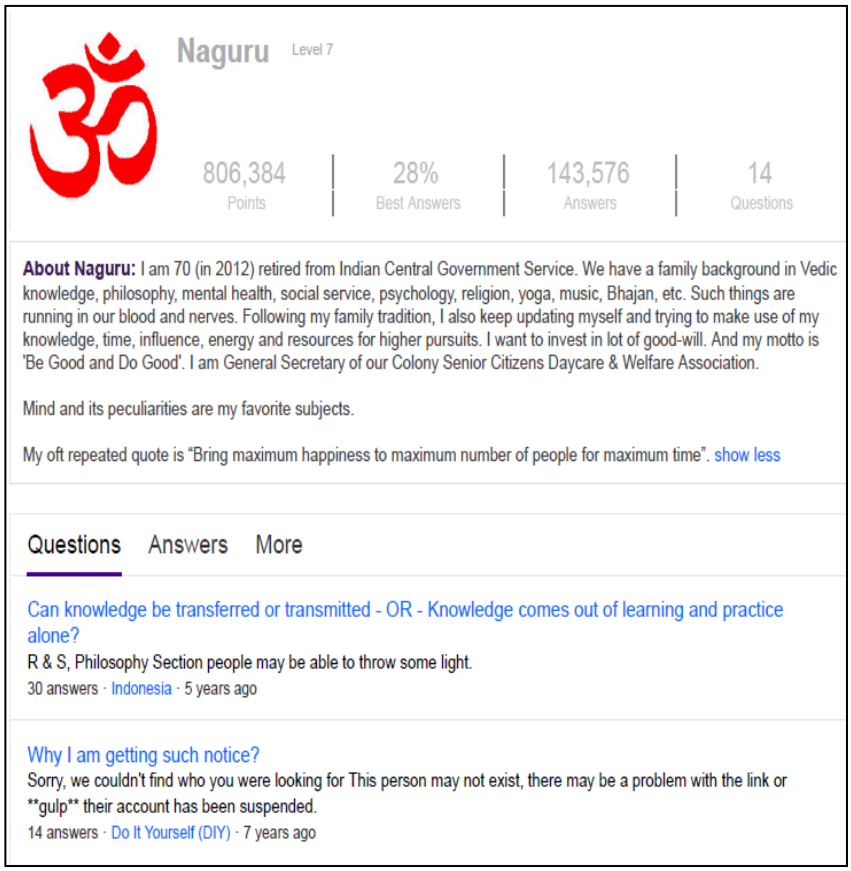
Claim 1	Accused Product or Service
	 Knowledge Sharing in the Online Social Network of Yahoo! Answers and Its Implications Haiying Shen*, *Senior Member, IEEE*, Ze Li, Jinwei Liu, Joseph Edward Grant **Abstract**—Question and Answer (Q&A) websites such as Yahoo! Answers provide a platform where users can post questions and receive answers. These systems take advantage of the collective intelligence of users to find information. In this paper, we analyze the online social network (OSN) in Yahoo! Answers. Based on a large amount of our collected data, we studied the **Attachment 1 (Knowledge Sharing in the Online Social Network of Oath Answers and Its Implications (2014)) at 1.**
maintaining a list comprising a plurality of participants, wherein each participant in the plurality of participants corresponds to one or more individuals, wherein the list also includes information associated with at least one of each participant or the one or more individuals that correspond to each participant;	Plaintiff contends that with the help of data-centers or servers, Oath maintains data of plurality of participants or individuals along with their information. **Yahoo! kicks off US$500m data center consolidation** Yahoo! (URL=http://www.yahoo.com) is revamping its entire data center infrastructure. The company is investing more than $500m in new data center construction on three continents, its VP of operations Scott Noteboom announced at the DatacenterDynamics New York 2011 conference (URL=http://www.datacenterdynamics.com/conferences/2011/new-york) on Thursday, 10 March. Many of the new data centers will be built to the next generation of Yahoo!'s data center design called Flex Tier Data Center. The multi-tier design promises to reduce construction time to five months per phase, lower cost to $3m-$5m per 1MW and provide higher uptime for critical applications. **Attachment 3 (Oath kicks off US$500m data center consolidation | News | DatacenterDynamics (Webpage, 2011)) at 1 and 2.** Yahoo stores and maintains a list of its participants or customers along with their associated information.

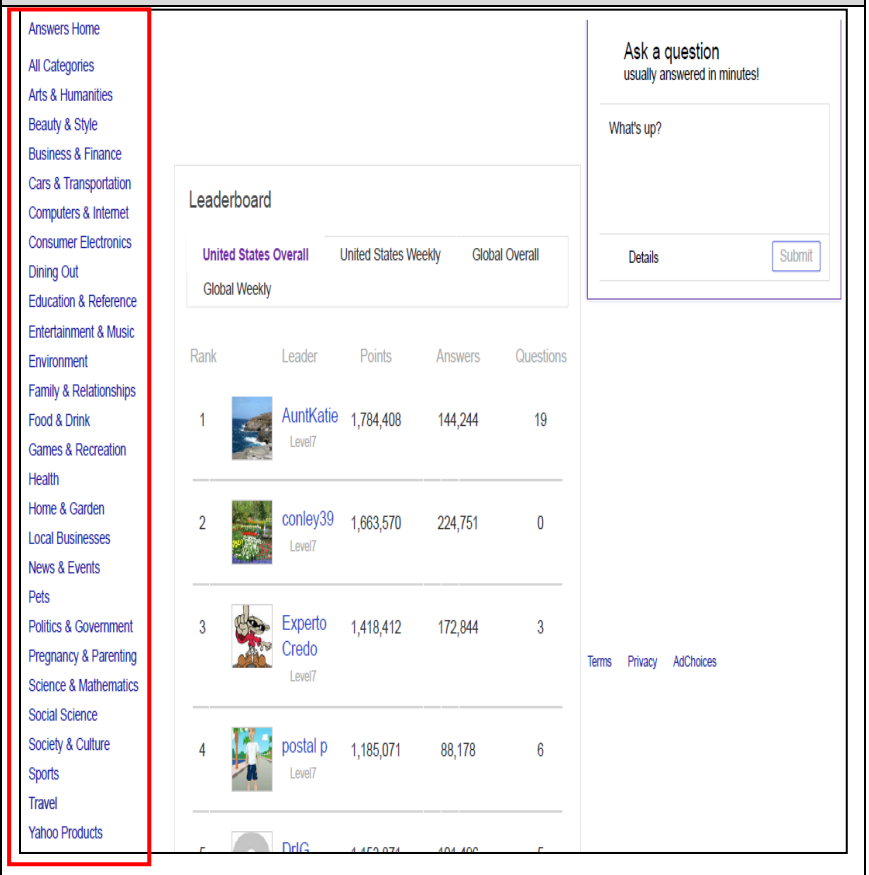
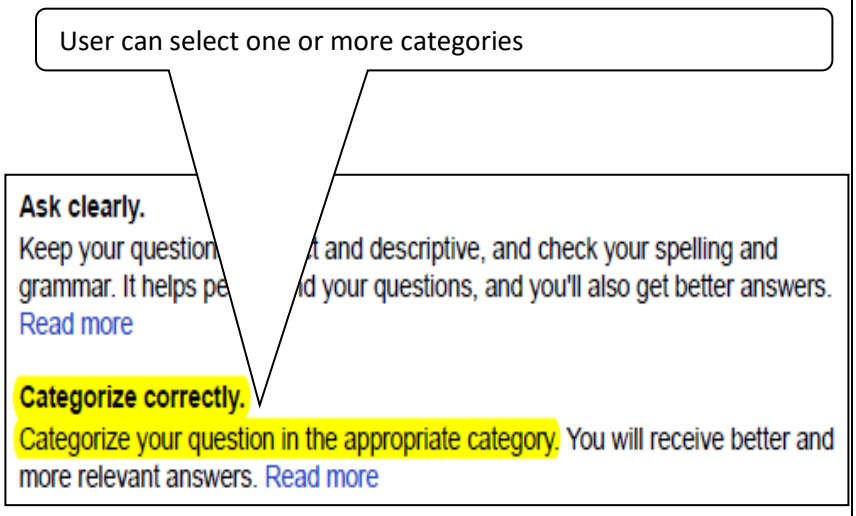
Claim 1	Accused Product or Service
	Leaderboard United States Overall | United States Weekly | Global Overall Global Weekly  Rank | Leader | Points | Answers | Questions 1 | AuntKatie Level7 | 1,784,408 | 144,244 | 19 2 | conley39 Level7 | 1,663,570 | 224,751 | 0 3 | Experto Credo Level7 | 1,418,412 | 172,844 | 3 4 | postal p Level7 | 1,185,071 | 88,178 | 6 5 | DrIG Level7 | 1,153,871 | 101,496 | 5 6 | nas88car Level7 | 1,083,434 | 101,251 | 464

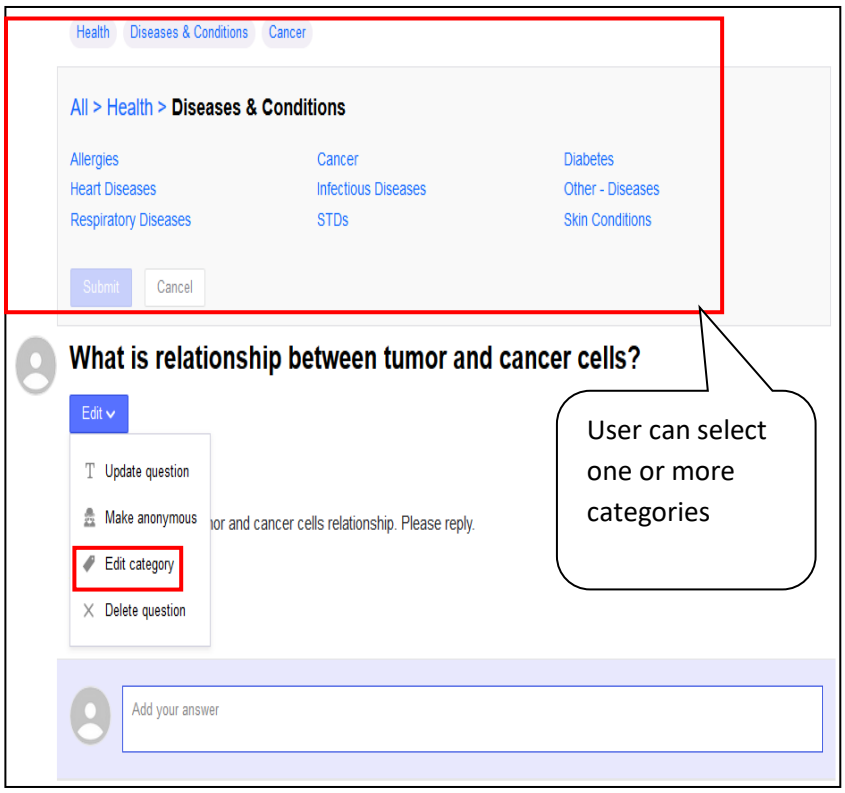
Claim 1	Accused Product or Service
	

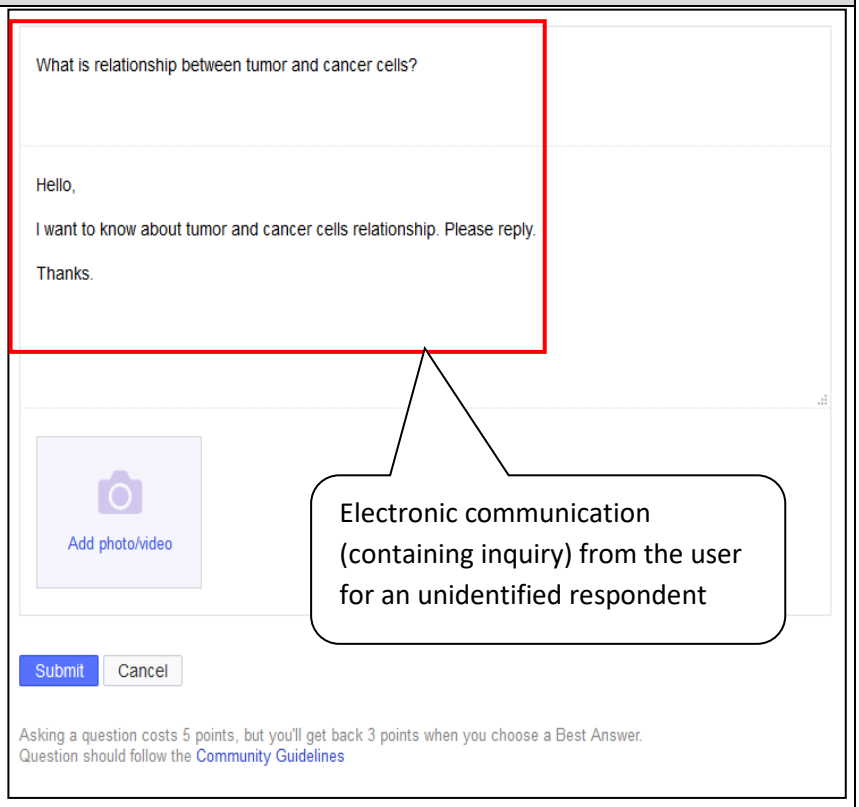
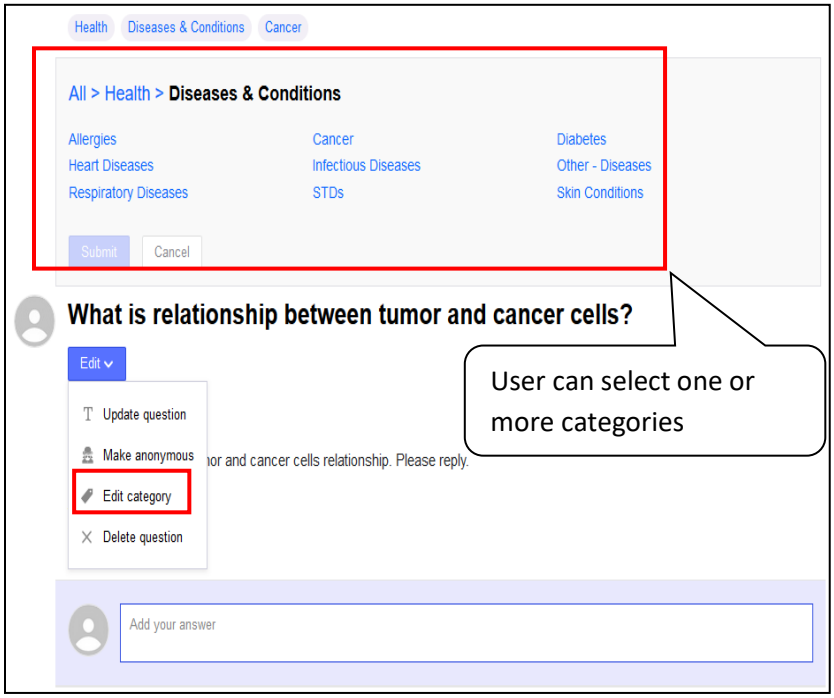
23	magnumg Level 7	748,566	60,069	3
24	Peter S Level 7	734,061	43,328	3
25	redunicorn Level 7	721,090	66,333	64
26	fhotoace Level 7	719,825	739	4
27	Yahzmin ♥♥ 4ever Level 7	669,625	76,666	121
28	Mr. Smartypa Level 7	653,017	82,086	22
29	Roger the Mole Level 7	642,652	79,789	8

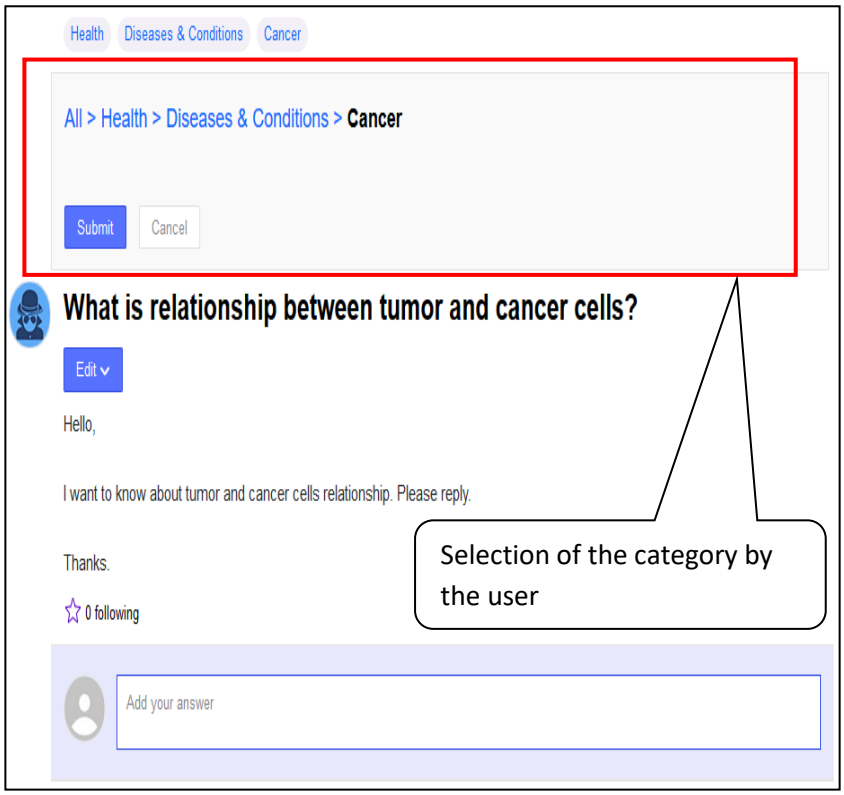
Attachment 2 (Leaderboard | Oath Answers (Webpage, 2018)) at 1 and 2.

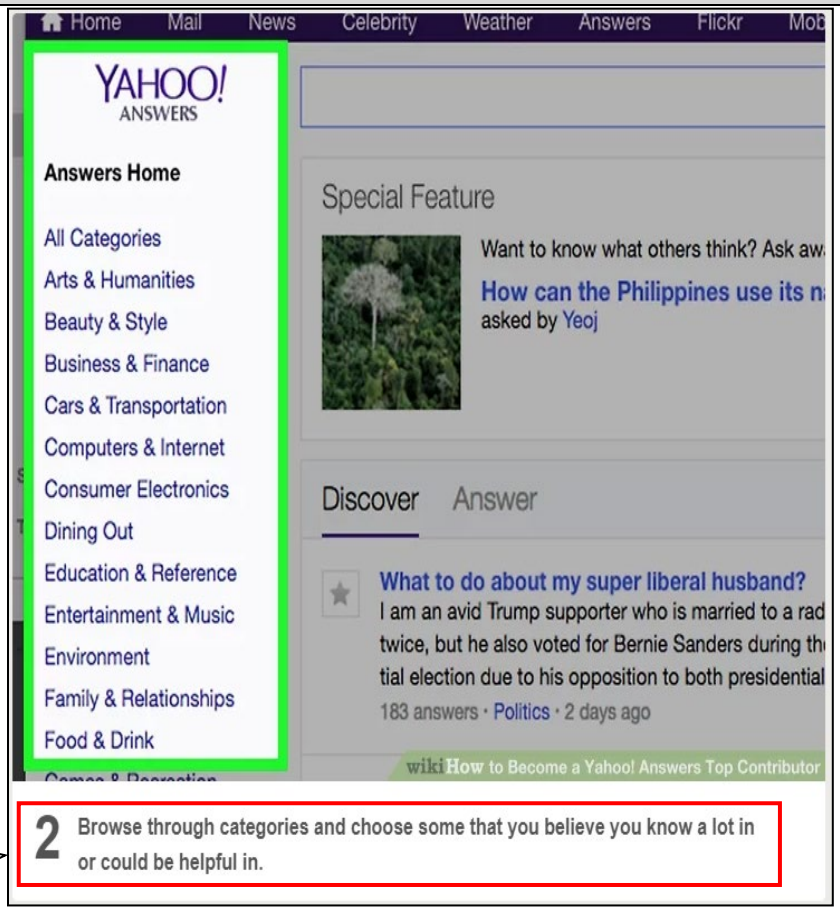
Claim 1	Accused Product or Service
	Information associated with each participant or individual is stored or maintained.  Naguru Level 7 806,384 Points | 28% Best Answers | 143,576 Answers | 14 Questions **About Naguru:** I am 70 (in 2012) retired from Indian Central Government Service. We have a family background in Vedic knowledge, philosophy, mental health, social service, psychology, religion, yoga, music, Bhajan, etc. Such things are running in our blood and nerves. Following my family tradition, I also keep updating myself and trying to make use of my knowledge, time, influence, energy and resources for higher pursuits. I want to invest in lot of good-will. And my motto is 'Be Good and Do Good'. I am General Secretary of our Colony Senior Citizens Daycare & Welfare Association. Mind and its peculiarities are my favorite subjects. My oft repeated quote is "Bring maximum happiness to maximum number of people for maximum time". show less Questions Answers More Can knowledge be transferred or transmitted - OR - Knowledge comes out of learning and practice alone? R & S, Philosophy Section people may be able to throw some light. 30 answers · Indonesia · 5 years ago Why I am getting such notice? Sorry, we couldn't find who you were looking for This person may not exist, there may be a problem with the link or **gulp** their account has been suspended. 14 answers · Do It Yourself (DIY) · 7 years ago **Attachment 4 (Questions | Oath Answers (Webpage, 2018)) at 1.**
presenting a user with a plurality of categories from which the user may make a selection of a category from the plurality of categories;	Plaintiff contends that user (or asker) is presented with plurality of categories from which the user can select one or more categories.

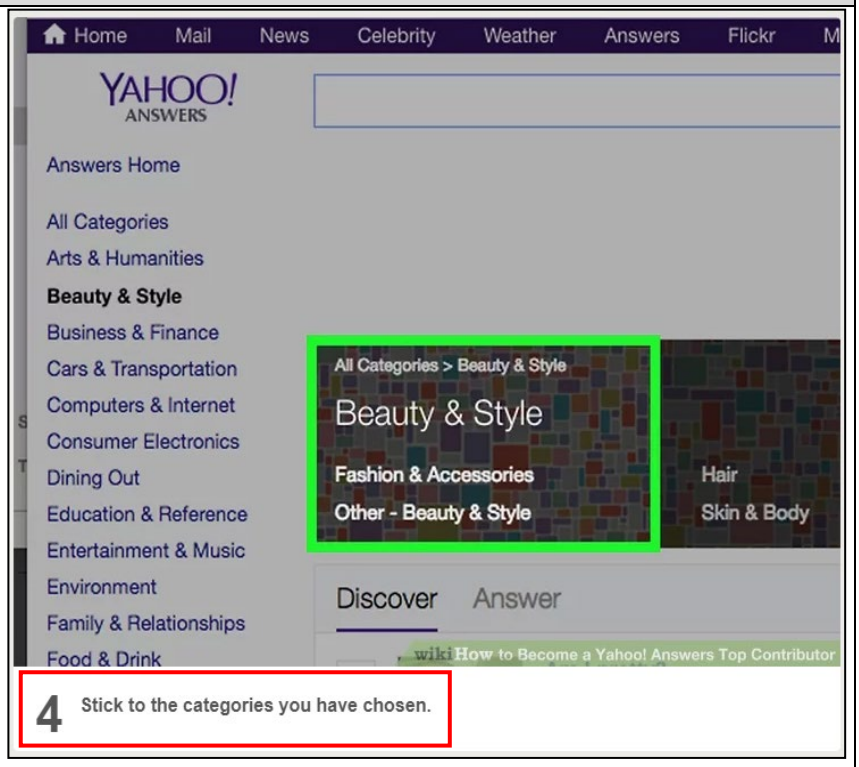
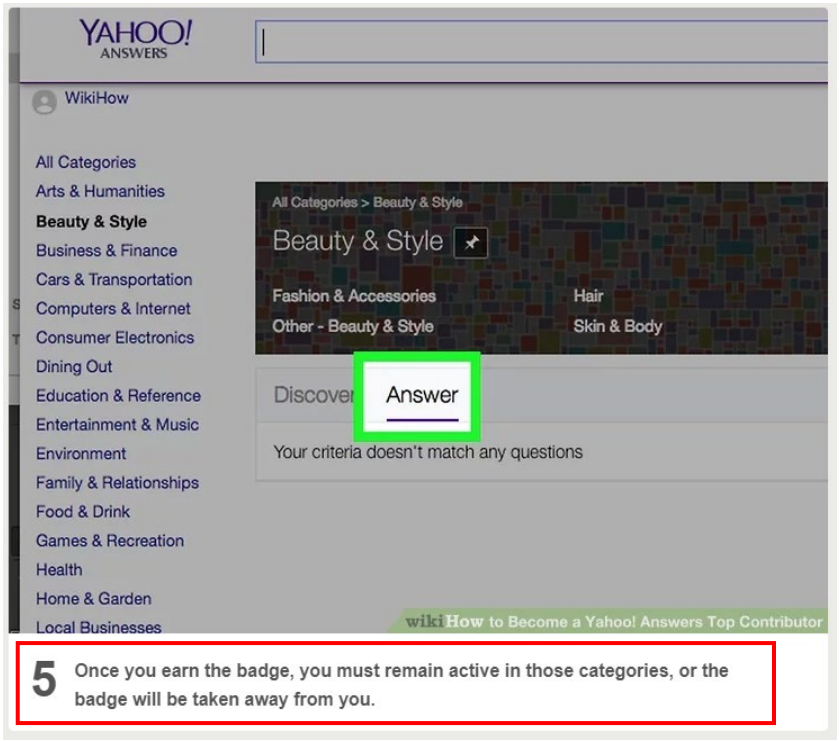
Claim 1	Accused Product or Service
	 **Attachment 2 (Leaderboard | Oath Answers (Webpage, 2018)) at 1.**  **Attachment 5 (Community Guidelines | Oath Answers (Webpage, 2018)) at 1.**

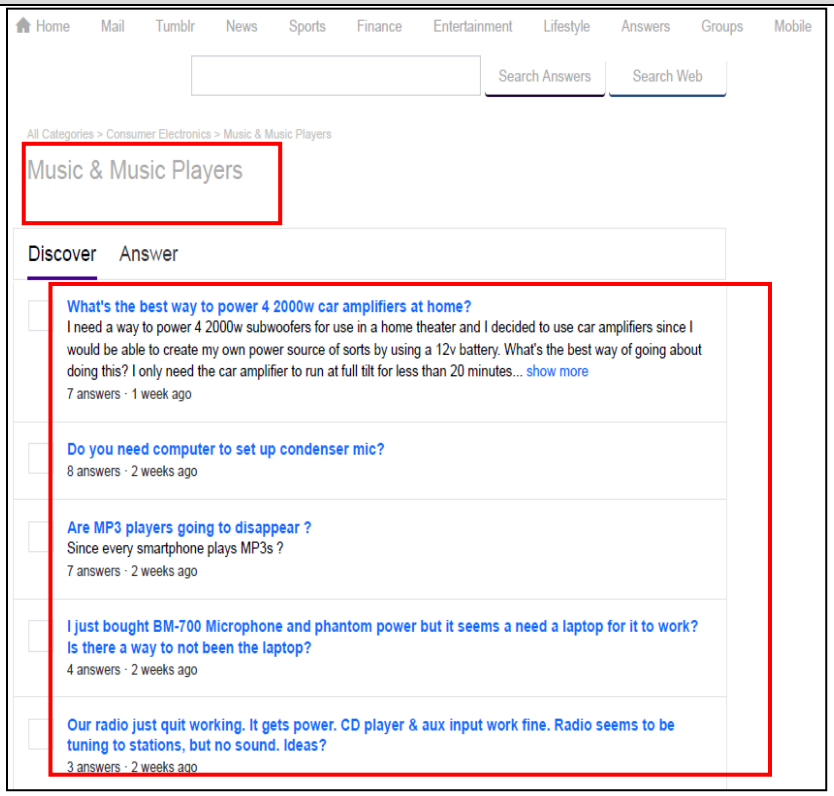
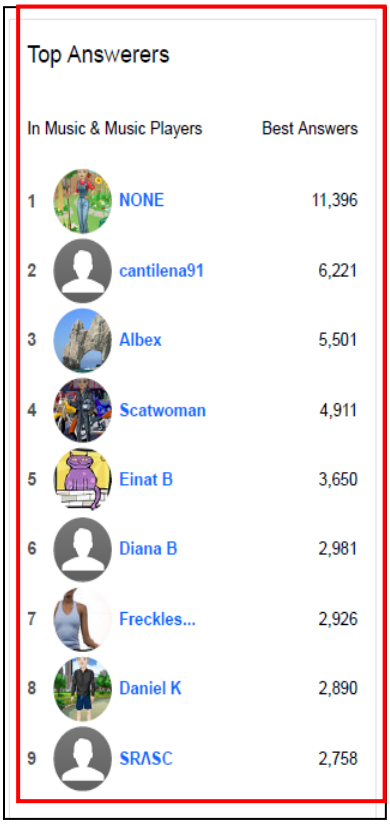
Claim 1	Accused Product or Service
	 **[Snapshot taken after creating a user profile in Oath Answers]**
receiving the selection of the category by the user; in conjunction with the selection of the category, receiving an electronic communication from the user for an unidentified respondent, wherein the electronic communication contains an inquiry of the user;	Plaintiff contends that user can select one or more categories as well as can describe his inquiry as a message, which is posted on the Oath Answers. Also, the respondents or answerers remain unidentified. User can type his inquiry as well as can also specify relevant category with respect to his inquiry by selecting at least one category.

Claim 1	Accused Product or Service
	 **[Snapshot taken after creating a user profile in Oath Answers]** 

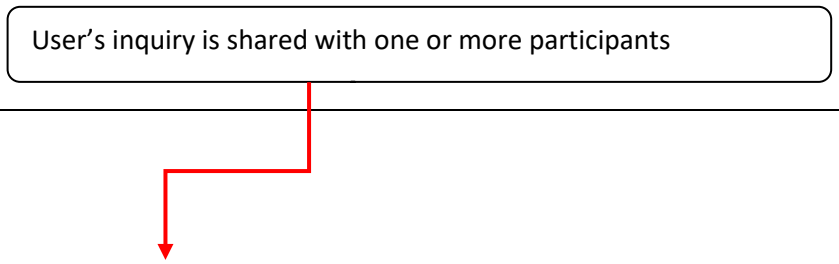
Claim 1	Accused Product or Service
	[Snapshot taken after creating a user profile in Oath Answers]  **[Snapshot taken after creating a user profile in Oath Answers]**
after receiving the selection of the category by the user, selecting one or more participants from the list to receive the electronic communication, wherein selecting is based at least in part on the selection of the category or the information associated with at least one of each participant or the one or more individuals that	Plaintiff contends that each participant on Oath Answers can select one or more categories based on his interest or expertise or knowledge so that he can answer any questions (related to those categories) of one or more users. When user posts any question or inquiry along with selection of the category (for unidentified respondents), those participants who have opted the same category which is mentioned in user's inquiry, they can see the user's question or inquiry on their profile pages and can respond to the user's inquiry.

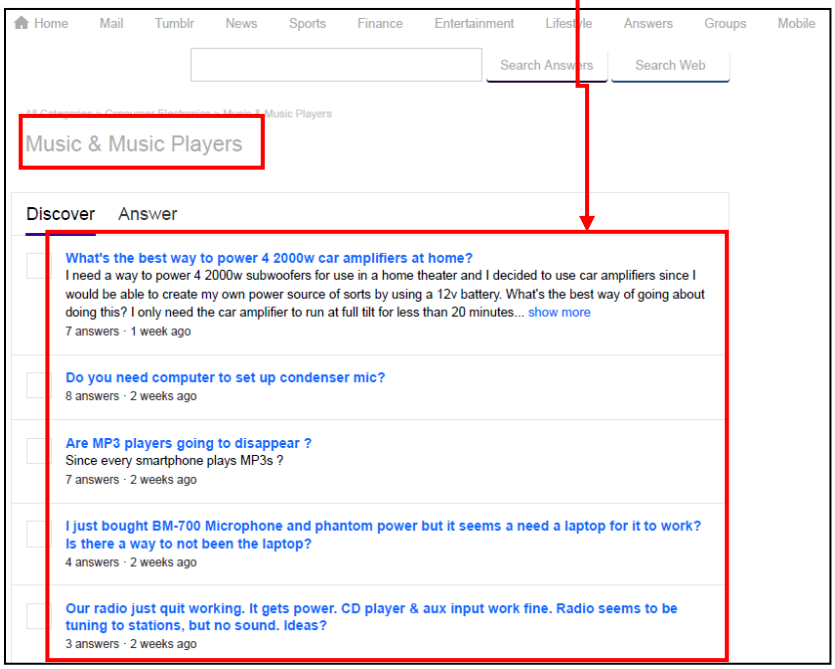
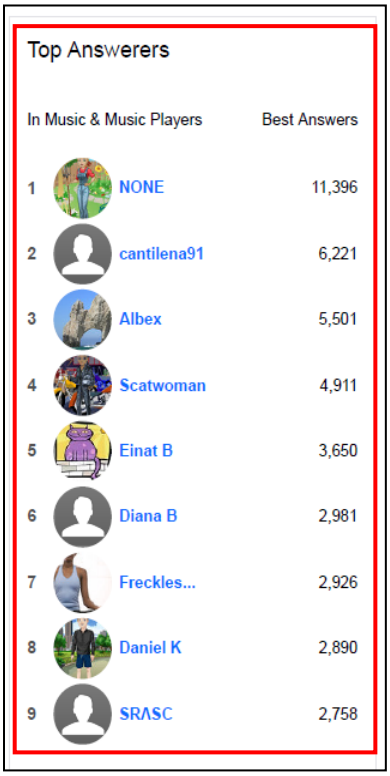
Claim 1	Accused Product or Service
correspond to each participant; Each participant can select at least one category to answer any questions related to that category.	 **Attachment 6 (How to Become a Oath Answers Top Contributor (Webpage)) at 1.**

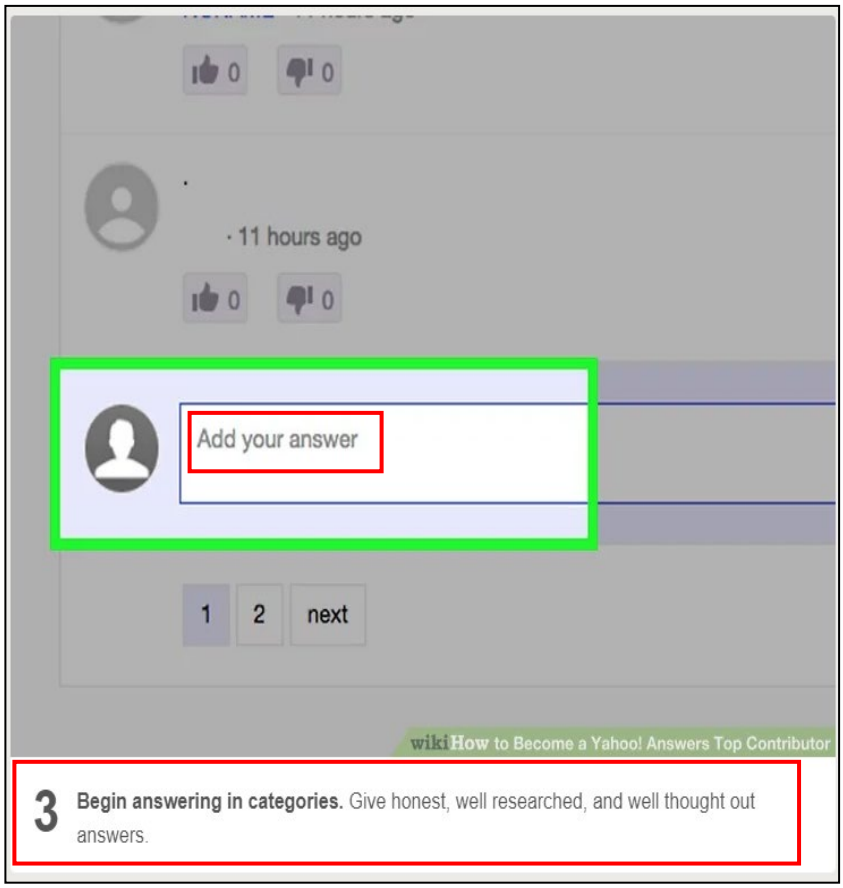
Claim 1	Accused Product or Service
	 ***Id.* at 2.**  ***Id.* at 3.**

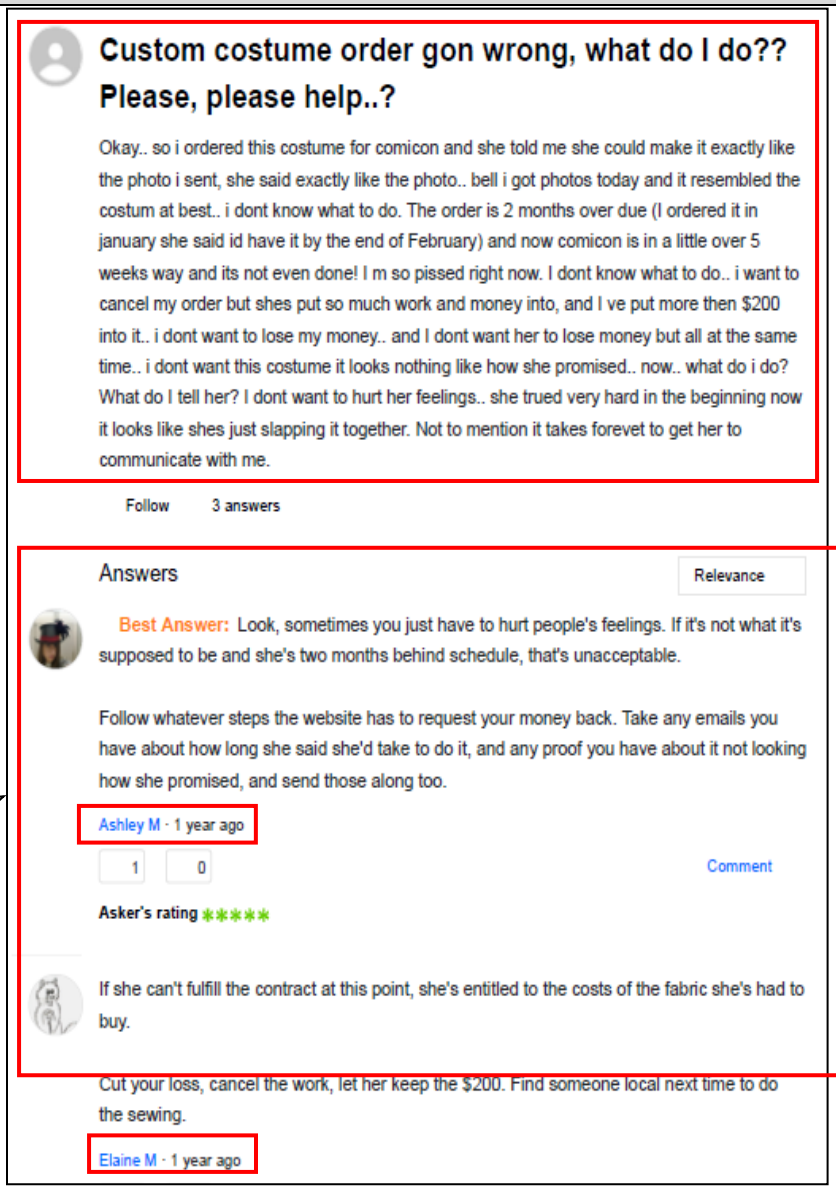
Claim 1	Accused Product or Service
	 

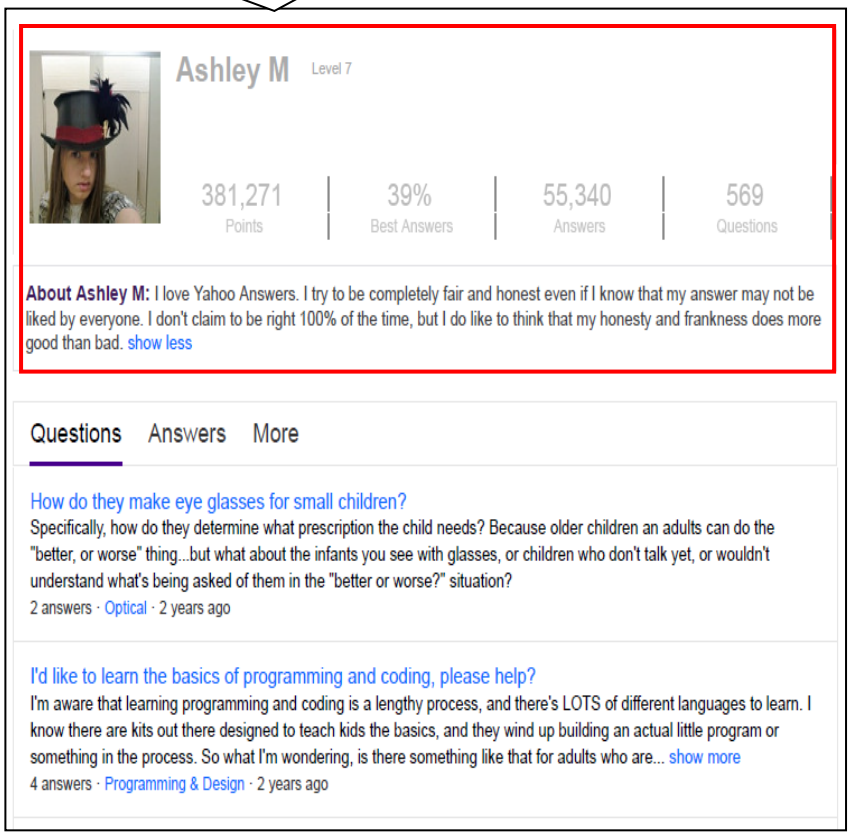
Claim 1	Accused Product or Service
	Attachment 7 (Music & Music Players | Oath Answers (Webpage, 2018)) at 1 and 2. Based on the selection of category or participant information (that is, category interests), one or more participants are shortlisted so that they can view user's inquiry or question.
sending the inquiry to the selected one or more participants;	Plaintiff contends that in case of Oath Answers, user's inquiry is shared with one or more participants.

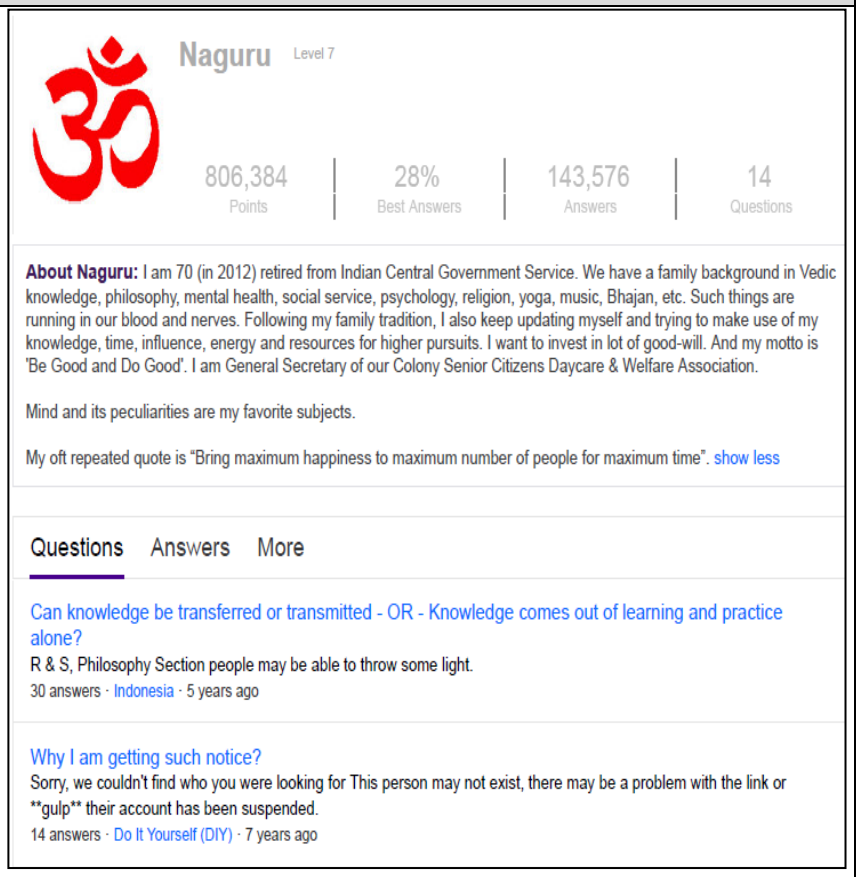
Claim 1	Accused Product or Service
	

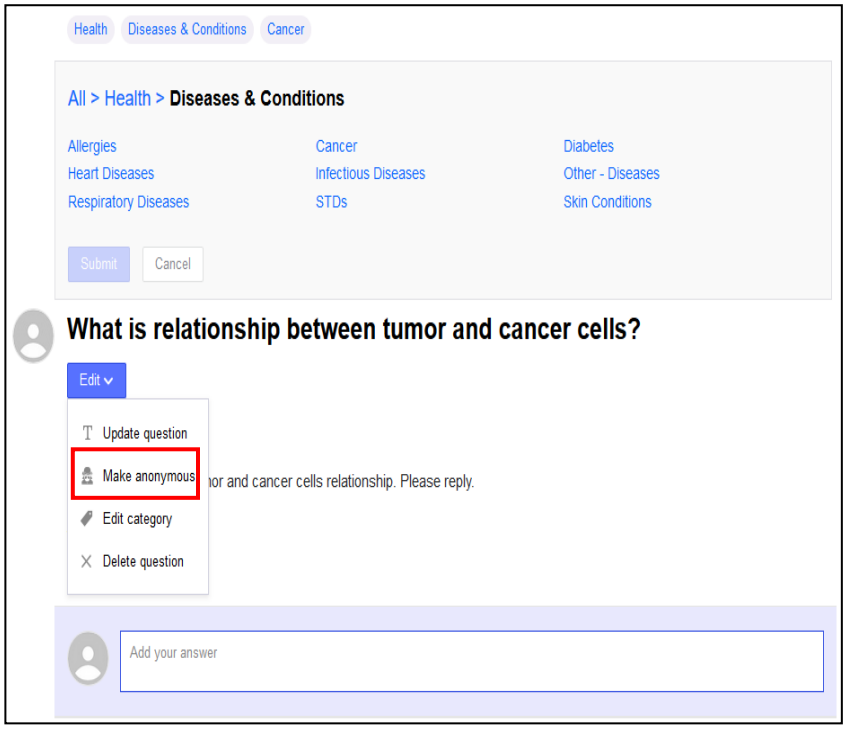
Claim 1	Accused Product or Service
	 

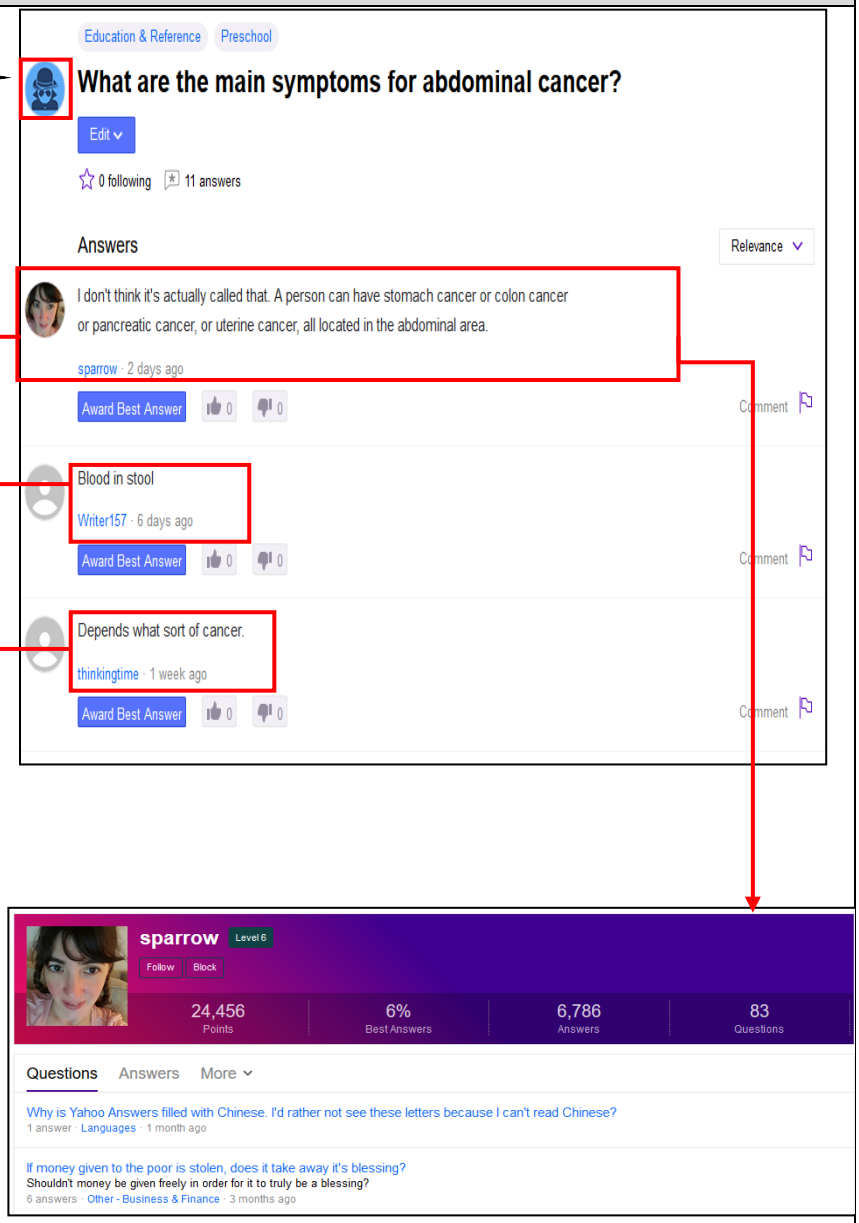
Claim 1	Accused Product or Service
	Attachment 7 (Music & Music Players | Oath Answers (Webpage, 2018)) at 1 and 2.
receiving a response to the inquiry from the selected one or more participants, the response from each of the one or more participants including biographical information about that participant;	Plaintiff contends that one or more participants can responds to the user's inquiry. Each participant's biographical information is also shared along with the response.  **Attachment 6 (How to Become a Oath Answers Top Contributor (Webpage)) at 2.**

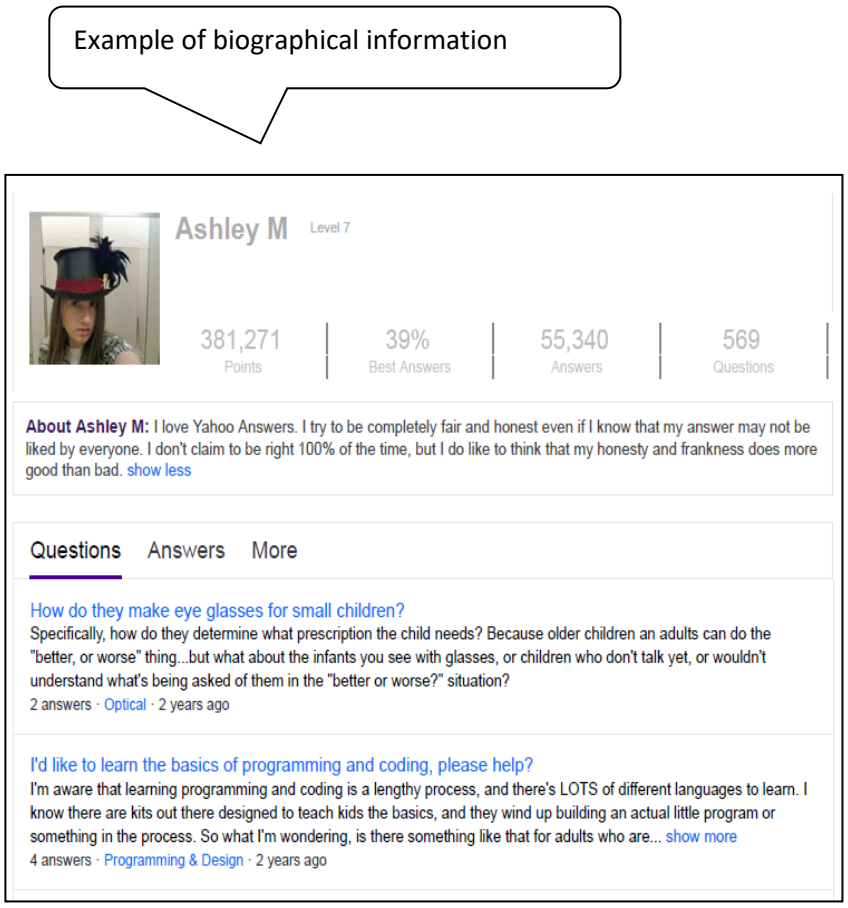
Claim 1	Accused Product or Service
User's inquiry Responses from one or more participants along with bibliographic information	 **Custom costume order gon wrong, what do I do?? Please, please help..?** Okay.. so i ordered this costume for comicon and she told me she could make it exactly like the photo i sent, she said exactly like the photo.. bell i got photos today and it resembled the costum at best.. i dont know what to do. The order is 2 months over due (I ordered it in january she said id have it by the end of February) and now comicon is in a little over 5 weeks way and its not even done! I m so pissed right now. I dont know what to do.. i want to cancel my order but shes put so much work and money into, and I ve put more then $200 into it.. i dont want to lose my money.. and I dont want her to lose money but all at the same time.. i dont want this costume it looks nothing like how she promised.. now.. what do i do? What do I tell her? I dont want to hurt her feelings.. she trued very hard in the beginning now it looks like shes just slapping it together. Not to mention it takes forevet to get her to communicate with me. Follow 3 answers Answers Relevance Best Answer: Look, sometimes you just have to hurt people's feelings. If it's not what it's supposed to be and she's two months behind schedule, that's unacceptable. Follow whatever steps the website has to request your money back. Take any emails you have about how long she said she'd take to do it, and any proof you have about it not looking how she promised, and send those along too. Ashley M · 1 year ago 1 0 Comment Asker's rating ★★★★★ If she can't fulfill the contract at this point, she's entitled to the costs of the fabric she's had to buy. Cut your loss, cancel the work, let her keep the $200. Find someone local next time to do the sewing. Elaine M · 1 year ago **Attachment 8 (Custom costume order gon wrong, what do I do?? Please, please help..? | Oath Answers (Webpage)) at 1.**

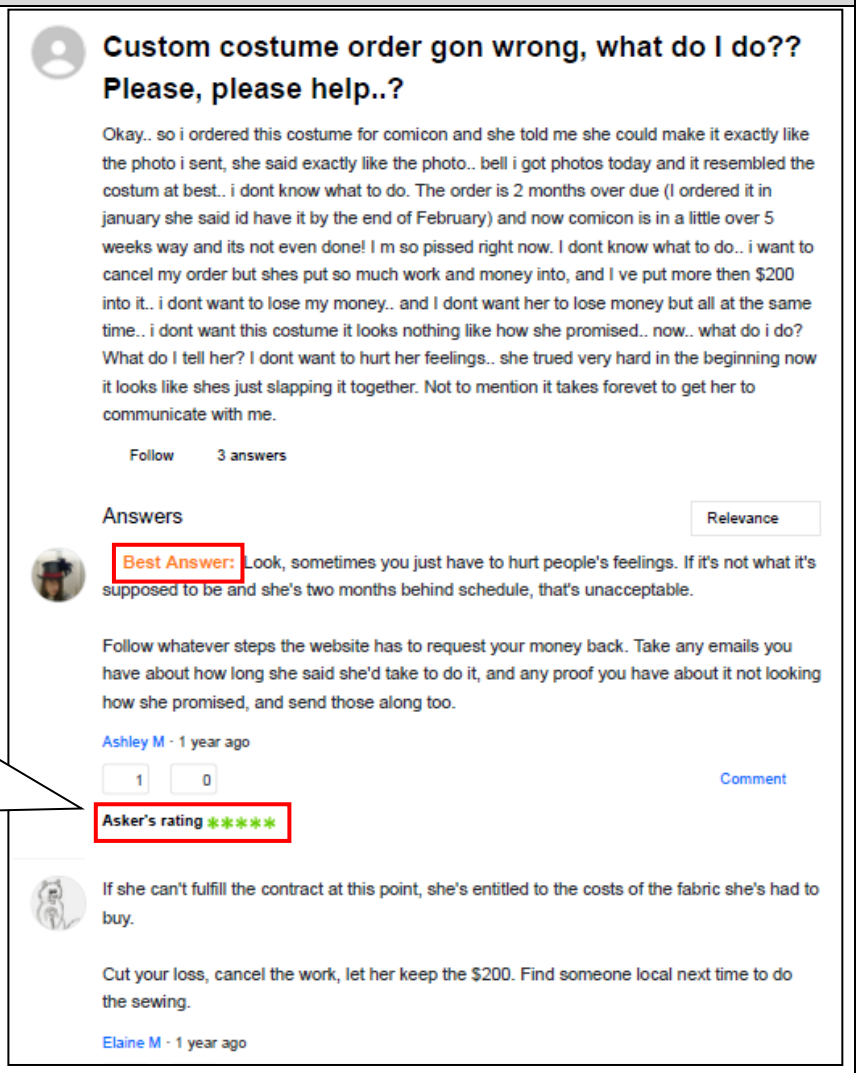
Claim 1	Accused Product or Service
	Participant's bibliographic information  **Attachment 9 (Questions | Oath Answers (Webpage)) at 1.**

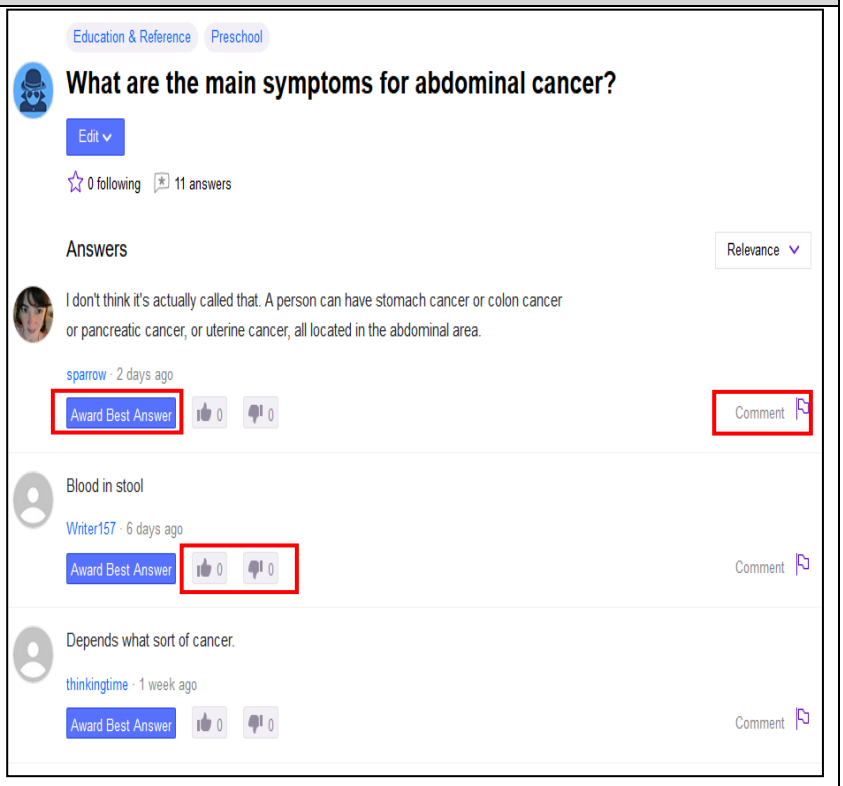
Claim 1	Accused Product or Service
	 **Attachment 4 (Questions | Oath Answers (Webpage, 2018)) at 1.**
publishing at least a portion of the response from each of the selected one or more participants for other users to view, wherein publishing is performed without identifying the user but includes providing biographical information about the participant who provided the response;	Plaintiff contends that a portion of response from each participant is published for other users to view. In Oath Answers, user can anonymously post his inquiry (by selecting option "**Make anonymous**") in which case user's identity remains hidden. However, the biographical information of one or more participants who provided the responses can be viewed.

Claim 1	Accused Product or Service
	User can anonymously share his inquiry in which case user's identity remains hidden  **[Snapshot taken after creating a user profile in Oath Answers]**

Claim 1	Accused Product or Service
Anonymous user Responses from one or more participants are displayed for other users to view without identifying the user	 **[Snapshot taken after creating a user profile in Oath Answers]**

Claim 1	Accused Product or Service
	 **Attachment 9 (Questions | Oath Answers (Webpage)) at 1.**
tracking feedback for each of the selected one or more participants based at least in part on the published portion of the response, including determining a rating from the user for at least one of the selected one or more participants.	Plaintiff contends that feedback for each participant is tracked based on the provided response. That is, user can provide rating to at least one of the selected one or more participants. In case of Oath Answers, user can provide ratings out of 5 stars to one or more participants based on their responses and can award "Best Answer" to one of the responses. Besides, the user also has options to "Like" or "Dislike" the response of each participant or can provide his comment on each participant's response.

Claim 1	Accused Product or Service
Based on the response, the user can provide his feedback or rating to one or more participants	 **Attachment 8 (Custom costume order gon wrong, what do I do?? Please, please help..? | Oath Answers (Webpage)) at 1.** User can provide rating to each participant's response out of 5 stars, can award best answer to one of the responses, can like or dislike each participant's response, and can also comment on each participant's response.

Claim 1	Accused Product or Service
	 **[Snapshot taken after creating a user profile in Oath Answers]**

- These allegations of infringement are preliminary and are therefore subject to change.

11. Oath has and continues to induce infringement. Oath has actively encouraged or instructed others (e.g., its customers and/or the customers of its related companies), and continues to do so, on how to use its products and services (e.g., question and answer services on the Internet] and related services that provide question and answer services across the Internet such as to cause infringement of claims 1–11 of the ’107 patent, literally or under the doctrine of equivalents. Moreover, Oath has known of the ’107 patent and the technology underlying it from at least the date of issuance of the patent.

12. Oath has and continues to contributorily infringe. Oath has actively encouraged or instructed others (e.g., its customers and/or the customers of its related companies), and continues to do so, on how to use its products and services (e.g., question and answer services on the Internet] and related services that provide question and answer services across the Internet such as to cause infringement of claims 1–11 of the ’107 patent, literally or under the doctrine of equivalents. Moreover, Oath has known of the ’107 patent and the technology underlying it from at least the date of issuance of the patent.

13. Oath has caused and will continue to cause NETSOC damage by direct and indirect infringement of (including inducing infringement of) the claims of the ’107 patent.

IV. JURY DEMAND

NETSOC hereby requests a trial by jury on issues so triable by right.

V. PRAYER FOR RELIEF

WHEREFORE, NETSOC prays for relief as follows:

a. enter judgment that Defendant has infringed the claims of the ‘107 patent through OATH.COM;

b. award NETSOC damages in an amount sufficient to compensate it for Defendant’s infringement of the ’107 patent, in an amount no less than a reasonable royalty or lost profits, together with pre-judgment and post-judgment interest and costs under 35 U.S.C. § 284;

c. award NETSOC an accounting for acts of infringement not presented at trial and an award by the Court of additional damage for any such acts of infringement;

d. declare this case to be “exceptional” under 35 U.S.C. § 285 and award NETSOC its attorneys’ fees, expenses, and costs incurred in this action;

e. declare Defendant's infringement to be willful and treble the damages, including attorneys' fees, expenses, and costs incurred in this action and an increase in the damage award pursuant to 35 U.S.C. § 284;

f. a decree addressing future infringement that either (i) awards a permanent injunction enjoining Defendant and its agents, servants, employees, affiliates, divisions, and subsidiaries, and those in association with Defendant from infringing the claims of the Patents-in-Suit, or (ii) awards damages for future infringement in lieu of an injunction in an amount consistent with the fact that for future infringement the Defendant will be an adjudicated infringer of a valid patent, and trebles that amount in view of the fact that the future infringement will be willful as a matter of law; and

g. award NETSOC such other and further relief as this Court deems just and proper.

Respectfully submitted,

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CERTIFICATE OF SERVICE

Pursuant to the Federal Rules of Civil Procedure and Local Rule CV-5, I hereby certify that all counsel of record in this case is served via email on this day of March 8, 2019 or ECF in this matter.

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